

U.S. Embassy Lima  
March 19, 2012

Dear Prospective Offeror:

Subject: Request for Proposal No. SPE50012R0003

Enclosed is a Request for Proposal (RFP) for mobile telephone services. If you would like to submit a proposal, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

**GSO/Contracting Officer  
American Embassy, Lima  
Av. Lima Polo Cdra. 2 s/n  
Monterrico  
Lima 33**

Please submit your proposal in English in a sealed envelope marked "Proposal Enclosed" to the above address. Prices should be in Peruvian Soles. The deadline for receipt of quotations is **12:00 Hrs.** local time, on **Friday April 20, 2012**. No proposals will be accepted after this date and time.

In order for a proposal to be considered, you must also complete and submit the following:

- **SF-1449** (block 17, 24 and 30). Block 24 should list the total value of the quote for the base year and four option years.
- **Section 1**, The Schedule
- **Section 5**, Representations and Certifications
- **Additional Information as required in Section 3.**

A pre-proposal conference has been scheduled on Tuesday, **April 10, 2012**, at 14:00 hrs at the U.S. Embassy, Lima located at Av. La Encalada cdra. 17, Monterrico, Surco. Please provide the names and DNI numbers of people attending the conference no later than Tuesday April 3, 2012 to [martinmp@state.gov](mailto:martinmp@state.gov).

Direct any questions regarding this solicitation in writing, in English to Elias Baumann, Contracting Officer, to the following e-mail: [baumanes@state.gov](mailto:baumanes@state.gov) with a copy to: [martinmp@state.gov](mailto:martinmp@state.gov)

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Elias Baumann  
Contracting Officer

Enclosure:  
As Stated.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		Page 1 of 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER  SPE50012R0003	
6. SOLICITATION ISSUE DATE  3/17/12		7. FOR SOLICITATION INFORMATION CALL		a. NAME  Patricia Martin		b. TELEPHONE NUMBER  618-2680	
8. OFFER DUE DATE/LOCAL TIME  4/20/2012 / 12:00 hrs		9. ISSUED BY AMERICAN EMBASSY LIMA Av. Lima Polo Cdra 2 Monterrico, GSO/Procurement Lima PERU		CODE PE500		10. THIS ACQUISITION IS X UNRESTRICTED _ SET ASIDE: % FOR _ SMALL BUSINESS SMALL _ HUBZONE SMALL BUSINESS SMALL BUSINESS _ 8(A) _ SERVICE-DISABLED VETERAN OWNED NAICS: SIZE STD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED _ SEE SCHEDULE		12. DISCOUNT		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER		13b. RATING	
14. METHOD OF SOLICITATION  RFQ IFB x RFP		15. DELIVER TO: AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico, ATTN: GSO/Procurement Lima, PERU		Code		16. Administered by: AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico, ATTN: GSO Lima, PERU	
17a. CONTRACTOR/OFFEROR CODE 0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico, ATTN: FMO/DBO Lima PERU		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED _ SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	
31a. NAME OF CONTRACTING OFFICER (Type or Print)  Elias Baumann		31b. DATE SIGNED		31c. DATE SIGNED		31d. DATE SIGNED	

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## SECTION 1 - THE SCHEDULE

### **CONTINUATION TO SF-1449 RFP NUMBER SPE50012R0003 PRICES, BLOCK 23**

#### **1. SCOPE OF CONTRACT**

The Contractor shall provide mobile telephone and data services to U.S. Embassy in Lima. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and applicable taxes. The Government will pay the Contractor on a monthly basis for standard services that have been satisfactorily performed. Payment will be made in Peruvian Soles.

Temporary Additional Services are defined as rental on a daily basis of mobile phone with SIM card. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 24 hours advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the temporary additional services.

#### **2. PERIOD OF PERFORMANCE**

The contract will be for a one-year period from the date of the contract award, with four one-year options to renew.

### 3. PRICING

#### 3.1 BASE YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1	<b>Equipment – Mobile Phones:</b>				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	<b>BlackBerry Service (BES and BIS) – per BlackBerry line per year – unlimited data</b>	300	EA/Year		
3.	<b>National Calls (within Peru):</b>				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to/within Contractor's mobile network	115,000	Min/Year		
	3.3 Calls to other mobile networks	115,000	Min/Year		
	3.4 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.5 Calls to other landlines	30,000	Min/Year		
4.	<b>International Calls Originating in Peru:</b>				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	<b>International Roaming:</b>				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry data service in other Countries	10,000	Kb/Year		
6.	<b>SMS Messaging Services within Peru:</b>				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	<b>Additional SIM cards (lost/stolen/damaged)</b>	100	EA		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. \*Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	<b>Rental of Mobile Phone with SIM card</b>	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

#### **TOTAL ESTIMATED AMOUNT FOR BASE YEAR**

(Standard + Temporary Additional Services + IGV)

S/. \_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

### 3.2 1<sup>st</sup> OPTION YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1.	<b>Equipment – Mobile Phones:</b>				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	<b>BlackBerry Service (BES and BIS) – per BlackBerry line per year – unlimited data</b>	300	EA/Year		
3.	<b>National Calls (within Peru):</b>				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to/within Contractor's mobile network	115,000	Min/Year		
	3.3 Calls to other mobile networks	115,000	Min/Year		
	3.4 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.5 Calls to other landlines	30,000	Min/Year		
4.	<b>International Calls Originating in Peru:</b>				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	<b>International Roaming:</b>				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry data service in other Countries	10,000	Kb/Year		
6.	<b>SMS Messaging Services within Peru:</b>				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	<b>Additional SIM cards (lost/stolen/damaged)</b>	100	EA/Year		
	Sub-Total				
	18% IGTV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. \*Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8.	<b>Rental of Mobile Phone with SIM card</b>	500	EA/day		
	18% IGTV				
	Estimated Annual Price for Temporary Additional Services				

#### TOTAL ESTIMATED AMOUNT FOR 1<sup>st</sup> OPTION YEAR

(Standard + Temporary Additional Services + IGTV)

S/. \_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

### 3.3 2<sup>ND</sup> OPTION YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1.	<b>Equipment – Mobile Phones:</b>				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	<b>BlackBerry Service (BES and BIS) – per BlackBerry line per year – unlimited data</b>	300	EA/Year		
3.	<b>National Calls (within Peru):</b>				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to/within Contractor's mobile network	115,000	Min/Year		
	3.3 Calls to other mobile networks	115,000	Min/Year		
	3.4 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.5 Calls to other landlines	30,000	Min/Year		
4.	<b>International Calls Originating in Peru:</b>				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	<b>International Roaming:</b>				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry data service in other Countries	10,000	Kb/Year		
6.	<b>SMS Messaging Services within Peru:</b>				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	<b>Additional SIM cards (lost/stolen/damaged)</b>	100	EA/Year		
	Sub-Total				
	18% IGTV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. \*Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8.	<b>Rental of Mobile Phone with SIM card</b>	500	EA/day		
	18% IGTV				
	Estimated Annual Price for Temporary Additional Services				

#### TOTAL ESTIMATED AMOUNT FOR 2<sup>ND</sup> OPTION YEAR

(Standard + Temporary Additional Services + IGTV)

S/. \_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

### 3.4 3<sup>RD</sup> OPTION YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1.	<b>Equipment – Mobile Phones:</b>				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	<b>BlackBerry Service (BES and BIS) – per BlackBerry line per year – unlimited data</b>	300	EA/Year		
3.	<b>National Calls (within Peru):</b>				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to/within Contractor's mobile network	115,000	Min/Year		
	3.3 Calls to other mobile networks	115,000	Min/Year		
	3.4 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.5 Calls to other landlines	30,000	Min/Year		
4.	<b>International Calls Originating in Peru:</b>				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	<b>International Roaming:</b>				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry data service in other Countries	10,000	Kb/Year		
6.	<b>SMS Messaging Services within Peru:</b>				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	<b>Additional SIM cards (lost/stolen/damaged)</b>	100	EA/Year		
	Sub-Total				
	18% IGTV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. \*Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8.	<b>Rental of Mobile Phone with SIM card</b>	500	EA/day		
	18% IGTV				
	Estimated Annual Price for Temporary Additional Services				

#### TOTAL ESTIMATED AMOUNT FOR 3<sup>rd</sup> OPTION YEAR

(Standard + Temporary Additional Services + IGTV)

S/. \_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.



### 3.5 4<sup>TH</sup> OPTION YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1.	<b>Equipment – Mobile Phones:</b>				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	<b>BlackBerry Service (BES and BIS) – per BlackBerry line per year – unlimited data</b>	300	EA/Year		
3.	<b>National Calls (within Peru):</b>				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to/within Contractor's mobile network	115,000	Min/Year		
	3.3 Calls to other mobile networks	115,000	Min/Year		
	3.4 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.5 Calls to other landlines	30,000	Min/Year		
4.	<b>International Calls Originating in Peru:</b>				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	<b>International Roaming:</b>				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry data service in other Countries	10,000	Kb/Year		
6.	<b>SMS Messaging Services within Peru:</b>				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	<b>Additional SIM cards (lost/stolen/damaged)</b>	100	EA/Year		
	Sub-Total				
	18% IGTV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. \*Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	<b>Rental of Mobile Phone with SIM card</b>	500	EA/day		
	18% IGTV				
	Estimated Annual Price for Temporary Additional Services				

#### TOTAL ESTIMATED AMOUNT FOR 4<sup>th</sup> OPTION YEAR

(Standard + Temporary Additional Services + IGTV)

S/. \_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

### 3.6 *GRAND TOTAL PRICE*

(Standard Services + Additional Services + IGV)

Base Year	_____
1 <sup>ST</sup> Option Year	_____
2 <sup>ND</sup> Option Year	_____
3 <sup>RD</sup> Option Year	_____
4 <sup>th</sup> Option Year	_____
 Grand Total	 _____

CONTINUATION TO SF-1449  
RFP NUMBER SPE50012R0003

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**  
**SCHEDULE OF SERVICES, BLOCK 20**

**1. PERFORMANCE WORK STATEMENT**

This solicitation is for mobile telephone and data services. The Government currently uses 627 mobile phones and 305 BlackBerrys for official purposes. The Contractor shall provide complete mobile telephones and data services for the US Embassy of Lima. Services provided shall include:

- Mobile Telephone equipment
- SIM Cards
- Calls within Peru
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- Rent of mobile phones with SIM cards
- 24 hour Customer service
- Detailed Billing of calls made
- Data Services
- Internet browsing for BlackBerrys
- Client Access License (CAL) – BIS/BES

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems, and their resolution.

**1.1 EQUIPMENT PACKAGE**

The basic package shall include but is not limited to the following items:

- a) The ***Mobile Phone Equipment*** package shall include but is not limited to the following items:
  - Mobile Phone (high quality/gamma group approved by the COR)
  - SIM Cards
  - Battery (at least Li-Ion)
  - Battery charger,
  - Personal Hands-free kit
  - Belt clip or pouch

- User manual
  - Safety certificate and brochures
- b) The basic **BlackBerry equipment** package shall include but is not limited to the following items:
- BlackBerry Device (approved by the COR – currently only the BlackBerry Bold model) \*
  - SIM Cards
  - Battery (at least Li-Ion)
  - Battery charger,
  - Personal Hands-free kit
  - Belt clip or pouch
  - User manual
  - Safety certificate and brochures
  - BlackBerry Internet Service and BlackBerry Enterprise Service Client Access License

\* Only specific BlackBerry models are approved in Washington on a periodic basis. The Government can only use these models and no substitutes are allowed. The contractor is required to keep sufficient stock on hand for the Government's needs so that BlackBerrys can be delivered within 48 hours of request.

## 1.2 BLACKBERRY SERVICE

The Government requires the Contractor to provide unlimited BlackBerry Internet Service and BlackBerry Enterprise Service for each open BlackBerry line.

## 1.3 CALLS WITHIN PERU

The Contractor shall ensure on a 24-hour basis 100% local network coverage in populated areas within Peru, to include all urban areas and main traffic routes.

## 1.4 VIRTUAL PRIVATE NETWORK

The Government requires that a Virtual Private Network (VPN) be established for all lines under this contract. This VPN allows for unlimited calls to and from all lines held by the Government under this contract.

## 1.5 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all Latin American and European countries and all other worldwide countries that telephone services are available.

## 1.6 INTERNATIONAL ROAMING

The Contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within the United States, Central and South America and the Caribbean.

The Contractor shall provide a referential price list for other international calls, roaming charges and SMS rates not specifically requested in Section 3 – Pricing above.

## 1.7 WIRELESS APPLICATION TOTOLOC (WAP)

The Contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

## 1.8 SMS MESSAGING

The Contractor shall provide 24-hour access to SMS messaging.

## 1.9 VOICE MAIL

The Contractor shall provide Voice Mail services in English and Spanish. Voice Mail Box shall be prepared for each number separately as per standard practice.

## 1.10 RENT OF MOBILE PHONES WITH SIM CARDS

The Contractor shall provide up to 100 mobile phones for rent within 2 working days of notice, according to Government needs, for official visits. Included with the mobile phone should be SIM card, English Instruction Manual, batteries, phone charger, and belt clip and/or pouch.

## 1.11 CUSTOMER SERVICE

The Contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting and manufacturer's warranty information, and all other matters concerning the mobile telephone services through the Contractor's Project Manager.

## 1.12 DETAILED BILLING

The Contractor shall provide monthly breakdown of calls made by individual numbers. The breakdown shall clearly show:

- Called Number
- The Time and Date of the call
- The Duration of the call
- Price

The monthly list of calls made shall be forwarded to the Financial Management Office/Designated Billing Office (FMO/DBO) until the end of each current month for the previous month to the following address:

U.S. Embassy Lima  
Financial Management Office / DBO  
Av. Lima Polo cdra. 2 s/n  
Surco

## 2. MIGRATION PLAN

The Government currently uses several service providers to provide mobile phone and BlackBerry service to employees. The Government intends to consolidate to one service provider, as feasible. The Contractor must develop a migration plan to ensure a seamless transfer of service. This plan should be part of the offeror's Technical Evaluation Proposal.

### 2.1 Migration of Current Contractor Plan Customers to this Contract

The Contractor will migrate all Government employee contracts currently held with the Contractor to this new contract, regardless of the time remaining on any prior contract. This migration will be done at no cost to the Government and any penalties associated with cancellation of the old contract will be forgiven (i.e. no charge). The migration will be completed no less than thirty (30) days following initiation of the contract.

### 2.2 Migration of Phone Numbers from Other Mobile Service Provider(s)

2.2.1 The Contractor will be responsible for the transfer process of all mobile phone numbers from other Peruvian mobile service provider(s) to this new contract.

2.2.2 The Contractor should provide sufficient personnel needed to:

- unblock Government owned devices;
- record the IMEI number together with the migrated mobile number of each device;
- forward the information to the corresponding area in order to get the new SIM cards;
- place SIM cards in all devices; and
- test devices to confirm that service is good and running

This transfer process including the provision of SIM cards needed for Government owned devices will be completed by the Contractor at no cost to the Government.

2.2.3 The Contractor will enact this transfer process within 48 hours following the written request in coordination with the COR. The transfer process will be completed no less than forty-five (45) days following initiation of the contract.

## 3. INVOICING

3.1 The Contractor shall provide the following invoices on a monthly basis:

- a) Government Summary Invoice
  - This invoice will summarize the charges for the entire Government and follow the format outlined in the pricing section of this contract.
- b) Government Detailed Invoice
  - This invoice will include a cost per individual line for the Government monthly invoice.
- c) Individual Line Detailed Invoice
  - One invoice per individual line will be provided that includes the detail for all calls and charges made by that line for the month.
- d) Contractor's name and bank account information for payments by wire transfers
- e) Invoice date
- f) Contract number
- g) A summary showing a listing of each line with total monthly price in local currency for that time.
- h) A detailed list of all calls made for each line.
- i) Prompt payment discount if any
- j) Name, title, phone number and address of person to contact in case of defective invoice

3.2 All invoices shall be forwarded to the following address on a monthly basis:

U.S. Embassy Lima  
Financial Management Office / DBO  
Av. Lima Polo cdra. 2 s/n  
Surco

The invoices must be submitted in an electronic format agreed to by the CO and COR.

3.3 If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor. The Contractor must then submit a proper invoice.

3.4 Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt in the DBO of the proper invoice.

#### 4. CONTRACTOR KEY PERSONNEL

- 4.1 The Project Manager, Sales Representative, Post-Sale Representative and Billing Representative must be able to converse in English and Spanish.

The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION	NAME	PHONE/CELL PHONE	E-MAIL
Project Manager	_____	_____	_____
Sales Representative	_____	_____	_____
Post-Sale Representative	_____	_____	_____
Billing Representative	_____	_____	_____

- 4.2 During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

- 4.3 After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

- 4.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

## 5. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable Peruvian country laws.

## 6. ADDITION OF NEW LINES

The Contractor will provide a fully functional mobile device and SIM card to the COR within 48 hours after receiving a formal notification by e-mail.

## 7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

## 8. DISCLOSURE OF INFORMATION



Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

#### 9. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions –Commercial Items, paragraph (c), Changes, and request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology, to include change in model of mobile devices.

The contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) shall have capacity, performance, or functional characteristics equal or greater than the current product(s).
- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.

The contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. The contractor shall use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause and other applicable clauses to this contract.

#### 10. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the Government the option to take advantage of any promotional programs that it offers and that is suited for use by Government official purposes. The Government at its own discretion will have the option to take or reject the opportunity.

## 11. DELIVERY ORDERS

The CO or COR will issue delivery orders to order mobile devices and/or services to the Contractor for changes in performance of work under this contract. Requests will be placed by e-mail and will be followed up by written delivery order monthly.

## 12. TRAINING

The Contractor shall provide, at no additional cost, training to all Government employees who received a mobile device. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR to match the Government work schedule.

## 13. TECHNICAL SERVICE AND EQUIPMENT RETURN/DEFECTIVE POLICY

Equipment (mobile devices, etc.) provided by the Contractor are to be warranted to be free of manufacturer's defect.

Malfunctioning devices will be sent to the Contractor's Post-Sales Representative for technical service. The Contractor's Post-Sales Representative will evaluate the device and provide a complete diagnosis to the COR within 24 hours. If it is determined that the cause of malfunction is a manufacturer's defect the Contractor will provide a replacement device within 48 hours.

In addition, upon contract award, the Contractor will supply the Government, at no cost to the Government, ten (10) cellular phones devices of the high quality/gamma model agreed with SIM cards to by the COR that will be used as temporary replacements when phones are returned to the Contractor for repair. These ten (10) phones will remain in the possession of the Government and will be replaced each year with an updated model upon execution of option year amendments.

## 14. CUSTOMER SERVICE

The key personnel mentioned under paragraph 4. CONTRACTOR KEY PERSONNEL should be responsible for providing Customer Service as part of this contract.

The Contractor is to provide a 24/7 dedicated telephone number for emergency purposes (i.e. reporting equipment problems, malfunction, robbery, and lost of mobile devices.)

## 15. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of survivability of the network that operates independently from local infrastructure in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The Contractor shall have a recovery plan in place that shall deal with such occurrences.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

### *52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.*

As prescribed in [12.301](#)(b)(4), insert the following clause:

#### CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (FEB 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_X\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_X\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) ([41 U.S.C. 2313](#)).
- \_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (11) [Reserved]
- \_\_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).

- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (24) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- \_\_\_ (25) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- \_\_\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_\_\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).
- \_\_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_X\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).

\_X\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_\_\_ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).

\_\_\_ (41) [52.225-5](#), Trade Agreements (Nov 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_X\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.



#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than *\$/.1.00*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor –

- 1) Any order for a single item in excess of *\$/.500,000.00*
- 2) Any order for a combination of items in excess of *\$/.500,000.00*

(b) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *two (2)* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require Contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their Contractor affiliation in meetings;

- 3) Identify their Contractor affiliation in Departmental e-mail and phone listings whenever Contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

*The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.*

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is: GSO Purchasing Agent

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subContractor or joint venture partner, then such subContractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1 SF-1449. A completed solicitation (in English), in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2 INFORMATION. Information (in English) demonstrating the offeror's/quoter's ability to perform, including:

- 1) Name of a Project Manager (or other liaison to the Government) who understands written and spoken English;
- 2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- 3) List of clients, demonstrating prior experience with relevant past performance information and references;
- 4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- 6) Information on Connectivity within Peru.
- 7) List of international roaming contracts.
- 8) Offeror is required to provide a price list for accessories.
- 9) Recovery Plan in the event of an emergency or disaster.
- 10) Proposed Migration Plan.
- 11) Referential price list for other international calls, roaming charges and SMS rates not specifically requested as part of the pricing offer.
- 12) Any other written information that will provide proof of technical and financial responsibility of the company.

A.3 If required by the solicitation, provide either:

- 1) A copy of the Certificate of Insurance, or

- 2) A statement that the contractor will get the required insurance and the name of the insurance provider to be used.



ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Information Regarding Responsibility Matters ALT (Jan 2011)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and Contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will

maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Eric Flohr, at phone (511) 618-2433. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

#### SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract order resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process shall include the following:

- a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals that do not conform to the solicitation.
- b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance, experience as defined in Section 3, and a proposed Migration Plan, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the offeror's network within two (2) days to ensure adequate connectivity.
- c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **RESPONSIBILITY DETERMINATION.** The Government will determine Contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### *52.212-3 Offeror Representations and Certifications—Commercial Items.*

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

#### OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as

those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) [*Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]



(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

**Canadian End Products:**

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

**Canadian or Israeli End Products:**

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

**Other End Products:**

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation*. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

b) Certification. By submitting this offer, the offeror certifies that it is not:

- 1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- 2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where <i>there are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of ***Peru***



☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)